

## **Amendment 121**

### **Contract No. 229944**

#### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 121 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 26<sup>th</sup> day of May, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the Preliminary Analysis necessary to develop a proposal for Pierce Transit (PT) on internet connectivity for its vanpool Portable Fare Transaction Processors (PFTP). This work is performed per RFI RFCS-536 *PFTP Multi-purpose Fare Collection v12*.
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

## **Agreement**

### **Section 1.0 Description of Work**

1.1 The Contractor will perform the Preliminary Analysis which will include:

- (a) Undertake requirements gathering and present a Statement of Requirements for review and acceptance by PT.
- (b) Schedule one or more meetings with PT to elicit a full set of agreed upon requirements related to internet connectivity for its vanpool PFTP's.

1.2 The Contractor will present a response to PT that will include the following deliverables:

- (a) A statement of requirements and a scope of work
- (b) A report documenting the results of the analysis, potential options(s), pros and cons of each option, risks, constraints and implementation considerations.
- (c) A high level cost estimate(s) and schedule to implement the solution(s).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### **Section 2.0 Compensation Changes**

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## **VI. IMPLEMENTATION**

### **SPECIAL PROGRAMS**

<b>LUMP SUM COST</b>
--------------------------

Amendment No. 121

To perform PA to develop a proposal for PT on internet connectivity for its vanpool PFTPs.
--

<b>TOTAL</b>
--------------

<b>\$5728</b>
---------------

### Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Twenty-one shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

#### ERG Transit Systems (USA) Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

#### The Agencies

By: \_\_\_\_\_

Their: Candace Carlson  
ORCA Operations Manager

On behalf of the Agencies

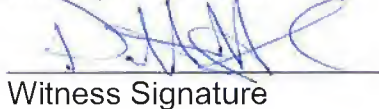
Date: May 26, 2011

Signed by ERG Transit Systems (USA) Inc by its attorney-in-fact Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

  
Elaine Aulgur

20-May-11  
Date

In the presence of:

  
Witness Signature

20-MAY-11  
Date

Witness name: PATTI HAZARD